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2
3 BILL NO. S-75-10-22

4 SPECIAL ORDINANCE NO. S-215-75.

5 AN ORDINANCE approving a contract with L. W. DAILEY,
6 INC. for paving of Stardale Drive, Hickory Grove
7 Addition, Resolution No. 5693-1975

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. That the contract between the City of Fort Wayne, by
11 and through its Mayor and the Board of Public Works and L. W. DAILEY, INC.,
12 for:

13 Resolution No. 5698-1975 - Improve Stardale Drive from the west
14 property line of Hickory Addition to the west property line of
15 Hessen Cassel Road and Waycross Drive from the south property
16 line of lots numbered eighty-two (82) and eighty-three (83),
Hickory Grove Addition to the north property line of lots numbered
eighty-six (86) and eighty-seven (87) Hickory Grove Addition

17 for a total cost of \$159,350.10, with the City paying approximately \$106,688.00
18 and the balance paid by the property owners, all as more particularly set
19 forth in said contract, which is on file in the Office of the Board of Public
20 Works and is by reference incorporated herein, made a part hereof and is
21 hereby in all things ratified, confirmed and approved.

22 SECTION 2. This Ordinance shall be in full force and effect from
23 and after its passage and approval by the Mayor.
24

25
26 
27 Councilman
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34 APPROVED AS TO FORM
35 AND LEGALITY,

Attorney for Common Council.

Read the first time in full and on motion by Thress, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 10-14-75

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Thress, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>	<u>0</u>		<u>1</u>	
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
KRAUS				<u>✓</u>	
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 10-28-75

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. A-215-75 on the 28th day of October, 1975.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of October, 1975, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 29th day of October, 1975, at the hour of 1:00 o'clock P. M., E.S.T.

Jim P. Ruff
MAYOR

Bill No. S-75-10-22

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with L. W. DAILEY, INC. for paving of Stardale Drive,
Hickory Grove Addition, Resolution No. 5693-1975

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

William Hinga

John Huckols

Donald J. Schmidt

L. W. Dailey, Inc.
William T. Hinga
John Huckols
D. Schmidt

10-28-75
DATE 10-28-75 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK.



THE CITY OF FORT WAYNE
board of public works

August 19, 1975

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

A contract has been awarded to L. W. Dailey, Inc. in amount of \$159,350.10 for paving of Stardale Drive in Hickory Grove Addition, as petitioned by the property owners.

The City share of the project is approximately \$106,688.00 with the property owners paying the balance.

Since the contractor is anxious to proceed with construction at this time, the Board respectfully requests a "Prior Approval". The contract will be forwarded for formal approval as soon as it is prepared and processed.

Very truly yours,

BOARD OF PUBLIC WORKS

Carl E. O'Neal

Carl E. O'Neal, Member

CEO:bt

cc: Mayor

Attachment: Tabulation

APPROVED:

William T. Singer *James S. Sother*
John Nuckels *William A. Brown* *Vivian A. Schmidt*
Q. Schmidt *Eugene Kraus*

MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles W. Westerman
City Clerk

*Public Works
JCH*

AN EQUAL OPPORTUNITY EMPLOYER

CONTRACTORS

STREETS — ALLEYS — SIDEWALKS
QUAN UNIT MATERIAL

ESTIMATE

EXTENSION

L.W. DAILEY, INC.

UNIT
BIDTOTAL
BID

JOHN DEHNER, INC.

UNIT
BIDTOTAL
BID

HICKS-KIND ANIMAL CORP.

UNIT
BIDTOTAL
BIDUNIT
BIDTOTAL
BID

300	Cu.Yds.	Excavation - Regular	4.00	1,200.00	6.00	1,800.00	4.50	1,350.00	4.00	1,200.00		
4,880	Sq.Yds.	Pavement Removal	3.00	14,640.00	3.75	18,300.00	4.60	22,448.00	5.00	24,400.00		
4,880	Sq.Yds.	Pavement Concrete Plain	10.00	48,000.00	11.70	56,160.00	11.45	54,960.00	11.45	54,960.00		
584	Sq.Yds.	Private Drive Pave. 6" Conc.	13.00	7,592.00	15.00	8,760.00	18.00	10,512.00	14.00	8,176.00		
3,282	Lin.Ft.	6"x6" Integral Curb Conc.	2.00	6,564.00	1.80	5,907.60	2.80	9,189.60	3.00	9,846.00		
15	Tons	City Mix A-2 or State "B"	24.00	360.00	30.00	450.00	20.00	300.00	30.00	450.00		
30	Tons	Hot Asphalt Binder	22.00	660.00	30.00	900.00	20.00	600.00	25.00	750.00		
75	Tons	Hot Asphalt Base	22.00	1,650.00	25.00	1,875.00	20.00	1,500.00	22.00	1,650.00		
14,150	Sq.Ft.	Sidewalk Concrete 4"	1.25	17,687.50	1.50	21,225.00	1.35	19,102.50	1.20	16,980.00		
4	Each	4' Private Walk 6" Step	50.00	200.00	400.00	1,600.00	200.00	800.00	75.00	300.00		
2,500	Sq.Yds.	Fine Grading	0.50	1,250.00	1.00	2,500.00	0.62	1,550.00	0.40	1,000.00		
2,500	Sq.Yds.	Seeding, Inc. Mulch & Fert.	0.50	1,250.00	1.25	3,125.00	1.00	2,500.00	0.70	1,750.00		
75	Tons	Top Soil, 2"	6.00	450.00	8.00	600.00	6.50	487.50	10.00	750.00		
11	Each	Install. Alum. Fmb. Poles	48.18	529.98	44.00	484.00	48.00	528.00	80.00	880.00		
11	Each	Install. T&C Fixtures	10.95	120.45	16.00	176.00	16.80	184.80	40.00	440.00		
1,600	Lin.Ft.	Install. U.G. #4 2/c Cable in Trench	0.26	416.00	0.35	560.00	0.36	576.00	0.60	960.00		
350	Lin.Ft.	Install. Conduit in Trench	3.50	1,225.00	1.10	385.00	1.20	420.00	2.50	875.00		
1	Each	Installation Risers	72.00	72.00	15.00	15.00	12.00	12.00	90.00	90.00		
3	Each	Manhole Type I	500.00	1,500.00	620.00	1,860.00	317.70	953.10	500.00	1,500.00		
4.5	Gals.	Polyurethane Foam	24.00	108.00	25.00	112.50	25.65	115.43	50.00	225.00		
2	Each	Catch Basin, Type I	500.00	1,000.00	620.00	1,240.00	455.00	910.00	400.00	800.00		
2	Each	Removal of Existing Poles	125.00	250.00	50.00	100.00	50.00	100.00	75.00	150.00		
10	Each	Inlet, Type I	300.00	3,000.00	320.00	3,200.00	250.00	2,500.00	400.00	4,000.00		
		Gravel Base 4" Thick	125.00	1,250.00	130.00	1,300.00	145.60	1,456.00	150.00	1,500.00		

[illegible]

6268

62-270-7 7/23/75

BARRETT LAW
 SUBJECT TO COUNCILMANIC APPROVAL
 Preliminary Meeting _____
 Ratification _____

CONTRACT

This Agreement, made and entered into this _____ day of _____, 19____

by and between _____

-----L. W. DAILEY, INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove Impr. Res. No. 5693-1975: Stardale Drive Neighborhood Package Improvement
 (see description on attached resolution).

by grading and paving the roadway to a width of 27 feet with seven (7) inch
 plain concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-
 ment Resolution No. 5693-1975 and at the following price per lineal foot

at the following prices:

Excavation, regular	Six dollars and no cents, per cubic yard	6.00
Pavement removal	Three dollars and seventy five cents, per square yard	3.75
Pavement, concrete, plain	Eleven dollars and seventy cents, per square yard	11.70
Private drive pavement, concrete, plain, 6"	Fifteen dollars and no cents, per square yard	15.00
6" x 6" integral curb, concrete	One dollar and eighty cents, per lineal foot	1.80
Hot asphalt surface, City Mix A-2, or State "B"	Thirty dollars and no cents, per ton	30.00
Hot asphalt binder	Thirty dollars and no cents,	30.00

6" x 6" integral curb, concrete	One dollar and eighty cents, per lineal foot	1.80
Hot asphalt surface, City Mix A-2, or State "B"	Thirty dollars and no cents, per ton	30.00
Hot asphalt binder	Thirty dollars and no cents, per ton	30.00
Hot asphalt base	Twenty five dollars and no cents, per ton	25.00
Sidewalk, concrete, 4"	One dollar and fifty cents, per square foot	1.50
4' private walk, 6" step	Four hundred dollars and no cents, per each	400.00
Fine grading	One dollar and no cents, per square yard	1.00
Seeding, including mulch & fertilizer	One dollar and twenty five cents, per square yard	1.25
Top soil, 2"	Eight dollars and no cents, per ton	8.00
Installation, aluminum embedded poles	Forty Four Dollars and no cents, per each	44.00
Installation, Town & Country fixtures	Sixteen dollars and no cents, per each	16.00
Installation, underground #4 2/C cable in trench	Thirty five cents, per lineal foot	.35
Trenching, 20" deep	Seventy cents, per lineal foot	.70
Installation, conduit in trench	One dollar and ten cents, per lineal foot	1.10
Installation, risers	Fifteen dollars and no cents, per each	15.00
Manhole, Type I	Six hundred twenty dollars and no cents, per each	620.00
Polyurethane foam	Twenty five dollars, and no cents, per gallon	25.00
Catch basin, Type I	Six hundred twenty dollars and no cents, per each	620.00
Removal of existing poles	Fifty dollars and no cents, per each	50.00
Inlet, Type I	Three hundred twenty dollars and no cents, per each	320.00

Castings, Type C, required	One hundred thirty dollars and no cents, per each	130.00
Castings, Type G, required	One hundred fifty dollars and no cents, per each	150.00
Castings, Type A, required	One hundred Thirty dollars and no cents, per each	130.00
Pipe, Class IV, 12"	Eleven dollars and no cents, per lineal foot	11.00
Pipe, Class IV, 18"	Eighteen dollars and no cents, per lineal foot	18.00
Special backfill	Six dollars and no cents, per ton	6.00
Gravel backfill for trenches, #53	Five dollars and no cents, per ton	5.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No 5693-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before October 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____ day of _____, 19____

L. W. DAILEY, INC.

BY: [Signature]

ITS: [Signature]

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Carl E. O'Neal

Betty Lou Vault

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

[Signature]
CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we-----

-----L. W. DAILEY, INC.-----

Contractors

as principal, and ST. PAUL FIRE AND MARINE INSURANCE COMPANY of ST. PAUL, MINNESOTA

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred Fifty
Nine Thousand Three Hundred Fifty Dollars and Ten Cents-----

(\$159,350.10)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----L. W. DAILEY, INC.-----

did on the 27 day of August, 1975

-----, enter into a contract with the City of Fort Wayne to construct a

Pavement

on ~~XXXXXX~~ Imp. Res. No. 5693-1975: For

Stardale Drive Neighborhood Package Improvement (see description on attached
resolution), with seven (7) inch plain concrete

-----according to certain plans and specifications, and
for a period of three (3) years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

L. W. DAILEY, INC.-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 27 day of August, 1975

YASTE, ZENT & RYE, INC.
Authorized Agents

L. W. DAILEY, INC.

(SEAL)

BY: *[Signature]*

BY: *[Signature]*

ST. PAUL FIRE & MARINE INSURANCE COMPANY

BY: ITS: *[Signature]*

Attorney-in-fact

(SEAL)

YASTE, ZENT & RYE, INC.

Approved this _____ day of _____

[Signature]
[Signature]
Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we-----

-----L. W. DAILEY, INC.-----

as principal, and ST. PAUL FIRE AND MARINE INSURANCE COMPANY of ST. PAUL, MINNESOTA

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred Fifty

Nine Thousand Three Hundred Fifty Dollars and Ten Cents -----
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

159,350.10

(\$)

The conditions of the above obligation are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the -----

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill
all the conditions and stipulations therein contained, except the warranty and guaranty of the pave-
ment as to the workmanship, material and condition's for the period of three (3) years, according to the
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and re-
main in full force and virtue in law and in the event the said City shall extend the time for the comple-
tion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 27 day of August, 1975

L. W. DAILEY, INC. (SEAL)

YASTE, ZENT & RYE, INC.
Authorized Agents

BY [Signature] (SEAL)
ST. PAUL FIRE & MARINE INSURANCE COMPANY

BY [Signature]
YASTE, ZENT & RYE, INC.

BY [Signature] (SEAL)
Attorney-in-fact

(SEAL)

Approved this ----- day of -----

[Signature]

[Signature]
Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

AUGUST 21, 1975

APPROVED AS TO FORM AND LEGALITY

SEE ATTACHED

CERTIFIED COPY OF POWER OF ATTORNEY
Original on File at Home Office of Company. See Certification.

FIDELITY AND SURETY
DEPARTMENT

**ST. PAUL
FIRE and MARINE**
Insurance Company
HOME OFFICE: ST. PAUL, MINNESOTA

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, C. H. Yaste, Fred S. Rye,
Leonard Shirley, Josephine E. Stackhouse, Lane Grile, David J. Steffen, Helen F. Pyles,
individually, Ft. Wayne, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, -Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 14th day of February A. D. 19 74

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA
County of Ramsey

} ss.

Vice President.

On this 14th day of February 19 74, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

V. C. INNES
Notary Public, Ramsey County, Minn.
My Commission Expires April 27, 1976

CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

27 day of August 19 75

Secretary.

*Unlimited as to character and amount.

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

STARDALE DRIVE NEIGHBORHOOD PACKAGE IMPROVEMENT

WHEREAS; street, pavement, sidewalks, storm drainage and street lighting on the following described streets are nonexistent and in need of improvements and,

WHEREAS: the resident property owners on the herein described streets have petitioned the Board of Public Works of the City of Fort Wayne, Indiana, requesting installation of Neighborhood Package Improvement including street pavement, sidewalks, storm sewers and street lighting and,

WHEREAS: the City Council of said City of Fort Wayne, Indiana, has appropriated Revenue Sharing monies and/or other funds for the specific purpose of this improvement commonly referred to as Stardale Drive Neighborhood Package Improvement.

NOW, THEREFOR BE IT RESOLVED, by the Board of Public Works that it is deemed necessary to improve Stardale Drive from the west property line of Hickory Addition to the west property line of Hessen Cassel Road and Waycross Drive from the south property line of lots numbered eighty two (82) and eighty three (83), Hickory Grove Addition to the north property lines of lots numbered eighty six (86) and eighty seven (87) Hickory Grove Addition by,

1. Drainage, curbing, grading and paving the streets to a uniform width of twenty seven (27) feet with seven (7) inch plain concrete, or six (6) foot concrete curb and gutter and resurfacing with asphalt to a depth of five (5) inches,
2. Concrete sidewalks, five (5) feet wide on both sides of the streets described,
3. A storm sewer system adequate to provide drainage to the described streets and abutting properties,
4. Ornamental street lighting with underground wiring.

Improvements shall be in accordance with the plans, profiles, detailed drawings and specifications now on file in the office of the Board of Public Works of said City and such improvements are hereby ordered.

This improvement resolution is ordered pursuant to enabling legislation as follows:

City and Town Street, Alley and other public Improvement Act of 1969.
Burns Indiana Statutes Annotated Sections (19-8-16-1-19-8-16-39).

Preliminary determination for benefits of this improvement pursuant to the above Statutes is based upon assessment to the property owners for approximately 40% of the total project cost and 60% to be assessed upon the City of Fort Wayne, Indiana and paid for from Revenue Sharing and/or other appropriated funds. A maximum assessment of twenty one dollars (\$21.00) per front foot and a maximum cost of thirty six hundred dollars (\$3,600.00) for four corner lots at the intersection of Stardale Drive and Waycross Drive for the work set forth in the preceding sections shall be levied.

Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at a rate of six per cent (6%) per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne, Indiana be held responsible for any sum or sums from said property owners for said work, or for collection of the same, or for the payment of any bond, bonds, certificate or certificates issued to said contractor in payment for such work, except for such monies as shall have been actually received by the City from the assessments for such improvement, or such monies as said City is assessed for said improvement.

Assessments of property, collection of assessments and issuance of bonds therefore, shall be as provided for in said above entitled acts and amendments thereto and supplemental thereof.

ADOPTED this _____ day of _____, 1975.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Clerk

IN RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WORK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF JULY, AUGUST AND SEPTEMBER OF, 1975.
 In compliance with the provisions of CHAPTER 2 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION

TRADES OR OCCUPATION	CLASS	RATE PER HR.	PAW	PEN	VAC	APP	MISC.
ASBESTOS WORKER	S	10.55	35c	55c			31f
BOILERMAKER	S	10.05	50	1.00		1c	
BRICKLAYER	S	9.29	30	25		1	
CARPENTER (BUILDING)	S	8.73		6%		4	21f
(HIGHWAY)	S	9.01	47	40		5	21f
CEMENT MASON	S	8.70	40				
ELECTRICIAN	S	9.60	30	17430		4	
ELEVATOR CONSTRUCTOR	S	8.77	44½	29	7%	2	
GLAZIER	S	8.24	12		25	4	35Cholida
IRON WORKER	S	10.20	65	80		1	21f
LABORER (BUILDING)	S-SS	6.25-6.65	35	35		9	
(HIGHWAY)	US	5.90-6.05	35	35		7	
(SEWER)	S-SS-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	31f
MILLWRIGHT & PILEDRIVER	S	9.06		6%		4	21f
OPERATING ENGINEER (BUILDING)	S-SS	7.20-9.90	40	40		5	
(HIGHWAY)	US	6.66-9.10	40	40		6	
(SEWER)	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.75-8.75	37	35		10	6misc.
PLASTERER	S	8.40	40				
PLUMBER & STEAMFITTER	S	9.90	30	65		7	41f
MOSAIC & TERRAZZO GRINDER	S	6.65-8.85					
ROOFER	S	8.75		10			
SHEETMETAL WORKER	S	9.89	40	35		4	131f
TRANSFER (BUILDING)	S-SS	7.367m. 3½	18pw	10.50pw			
(HIGHWAY)	US	7.16-7.76	17.50pw	10.50pw			

IF ANY CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 2 DAY OF July, 1975

Wayne T. Reardon
 REPRESENTING GOVERNOR, STATE OF INDIANA

Clavin C. Leonard, Jr.
 REPRESENTING THE AWARING AGENCY

Frank M. Rice
 REPRESENTING STATE A.P.L. & C.I.O.

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with L. W. Dailey in amount of \$159,350.10
for the paving of Stardale Drive in Hickory Grove Addition, Resolution 5693-1975.

SEE ATTACHED PRIOR APPROVAL

EFFECT OF PASSAGE Paving of Stardale Drive as petitioned by property owners

EFFECT OF NON-PASSAGE SEE PRIOR APPROVAL

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Total cost is \$159,350.10 with
City paying approximately \$106,688.00 and property owners paying balance.

ASSIGNED TO COMMITTEE

Public Wks JH